

Exhibit A



Notice of Service of Process

null / WARBREACH
Transmittal Number: 24436305
Date Processed: 02/07/2022

Primary Contact: Rosemarie Williams
General Motors LLC
Mail Code 482-C23-SOP 300 Renaissance CTR
300 Renaissance Center
Detroit, MI 48265-0001

Entity: General Motors LLC
Entity ID Number 3113523

Entity Served: General Motors LLC

Title of Action: Jones, Steven, D. vs. General Motors LLC

Matter Name/ID: Jones, Steven, D. vs. General Motors LLC (11981927)

Document(s) Type: Notice and Complaint

Nature of Action: Breach of Warranty

Court/Agency: Allegheny County Court of Common Pleas, PA

Case/Reference No: AR-22-000285

Jurisdiction Served: Pennsylvania

Date Served on CSC: 02/07/2022

Answer or Appearance Due: 20 Days

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Kimmel & Silverman PC (Ambler, PA)
215-540-8888

Client Requested Information: Year: 2020
Make: Chevrolet
Model: Silverado
VIN: 1HTKJPKV5LH856444

Notes: Kimmel & Silverman, P.C., 30 East Butler Pike, Ambler, PA 19002

CSC Location Document Was Served: Corporation Service Company, 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**^

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WY Bar
* Member, DC Bar
* Member, CA Bar
* Member, WI Bar
* Member, FL Bar
* Member, AZ Bar
* Member, TX Bar
* Member, MI Bar
* Member, WV Bar
* Member, IL Bar
* Member, IN Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Avenue
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN*
ANGELA K. TROCCOLI**
JOSEPH D. STEWARD III*
W. CHRISTOPHER COMPONOV*
JASON L. GRESHES**
CHAD P. DOMAN*
JACOB U. GINSBURG**
MICHAEL MILEWSKI*
BLAKE K. WALSH**

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 3, 2021

General Motors LLC

Re: Steven Jones v. General Motors LLC
Allegheny County; No: AR-22-000285

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against General Motors LLC in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,


Robert M. Silverman
KIMMEL & SILVERMAN, P.C.

RMS/jcd
Enclosures

James Diver

From: Allegheny E-File
Sent: Thursday, February 03, 2022 1:27 PM
To: James Diver
Subject: FW: Approval Confirmation Submission ID: 2117000 CaseID: TMP1264079

From: webmaster.pro@county.allegheny.pa.us <WEBMASTER.PRO@COUNTY.ALLEGHENY.PA.US>
Sent: Thursday, January 27, 2022 8:46 AM
To: Allegheny E-File <alleghenyefile@lemonlaw.com>
Cc: promail@county.allegheny.pa.us
Subject: Approval Confirmation Submission ID: 2117000 CaseID: TMP1264079

Approval Details

Please be advised that dockets have been accepted by the Allegheny County Department of Court Records, Civil/Family Division for Case Number:AR-22-000285

Dockets filed for Temporary Case Number:TMP1264079 have been assigned to Permanent Case number:AR-22-000285

Submission ID:	2117000
Status:	Approved
Case Number:	AR-22-000285
Case Description:	Jones vs General Motors LLC
Filing Date/Time:	1/26/2022 1:00:46 PM

Docket Details are as follows:

Client ID	Filed By	Sequence nbr	Docket Type Code	Docket Type	Fees
JCD	61628	1	COMPL	Complaint	187.75

Payment Type : Credit Card

(There will be an additional 4% service charge on all Credit Card e-filings by the merchant card provider)

Civil/Family Division Amount :187.75
Sheriff's Amount :
Total Amount :187.75
Receipt NO :8488394

The Department of Court Records will not be assigning court dates to Arbitration matters as per Administrative Order AD-20-000095-PJ which was filed on March 16, 2020. Once the court resumes normal operations and the stay is lifted the Attorney/Litigant will be required to file a "Praecipe to Schedule an Arbitration Date" in order to receive a hearing date.

*****contact civil@alleghenycounty.us within 10 days on any issues *****

Thank you for using the DCR, Civil/Family Division Electronic Filing and Retrieval System.

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

Steven D. Jones,

CIVIL DIVISION

Plaintiff,

vs.

NO.:

General Motors LLC,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Steven D Jones

COUNSEL OF RECORD FOR THIS PARTY:

Robert M. Silverman, Esquire
Identification No. 55914

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET**

Steven D. Jones
Plaintiff

ARBITRATION DOCKET

VS.

NO. ____ - ____ - ____

General Motors LLC
DEFENDANT

HEARING DATE: _____
Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Ave, Pittsburgh, PA 15219
TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on _____, 20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Steven D. Jones,

Plaintiff,

vs.

General Motors LLC,

Defendant.

No.:

COMPLAINT

1. Plaintiff, Steven D. Jones, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 119 Bradley Rd, Annville, PA 17003.

2. Defendant, General Motors LLC, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 30007 Van Dyke Avenue, Warren, MI 48090-9065, and can be served at c/o Corporation Service Company, 2595 Interstate Drive, Harrisburg, PA 17110.

BACKGROUND

3. On or about March 25, 2021, Plaintiff purchased a new 2020 Chevrolet Silverado 5500, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1HTKJPVK5LH856444.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$81,000.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3 year/36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. The first documented warranty repair attempt is believed to have occurred on or before August 18, 2021, when the vehicle odometer showed 4,122 miles. On that date, no repair attempts were made after client reports major electrical issues and the ABS light is on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before August 30, 2021, when the vehicle odometer showed 4,440 miles. On that date, repair attempts were made to the EBCM after client reports major engine electrical issues and the ABS light is back on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before October 19, 2021, when the vehicle odometer showed 5,950 miles. On that date, no repair attempts were made after client reports major electrical issues. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before October 30, 2021, when the vehicle odometer showed 6,000 miles. On that date, the client had no choice but to effectuate cover under the UCC and trade in the unsafe vehicle for a new 2021 Chevrolet Silverado. However, as marked in Exhibit "E", the dealer only offered him \$66,000.00 for his vehicle, leaving the client with a net loss of \$15,000.00 on a car that only had 6,000 miles on it. The client remains a loyal GM customer as he purchased another Silverado new.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

14. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

15. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

16. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

17. Klick-Lewis, INC. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

18. On or about March 25, 2021, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

19. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

20. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

21. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

22. Plaintiff has satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

24. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

25. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

26. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

27. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

28. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

29. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

30. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

31. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

32. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

33. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

34. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

35. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

36. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

37. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

38. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

39. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

40. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss

Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

41. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

42. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

43. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

44. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

45. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

46. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

47. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

48. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

49. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

50. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

51. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

52. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

53. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

54. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

55. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Thirty Five Thousand Dollars (\$35,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

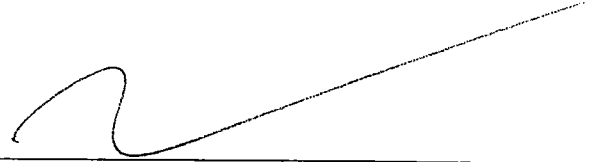
KIMMEL & SILVERMAN, P.C.

By: 

Robert M. Silverman, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

V E R I F I C A T I O N

I, Robert M. Silverman, Esquire, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long, sweeping horizontal line that extends to the right.

Robert M. Silverman, ESQUIRE
Attorney for Plaintiff

RETAIL INSTALLMENT SALE CONTRACT

SIMPLE FINANCE CHARGE

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

Insurance. You may buy the physical damage insurance this contract requires (see back) from any of the insurance companies named in the table below. If you do not buy physical damage insurance from an insurance company named in the table, you must control by you that it is acceptable to us. You are not required to buy any other insurance to obtain credit. We will only insure a vehicle checked below. Policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below.

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both

Premium _____

Credit Life's _____ NA

Credit Disability's _____ NA

BY A _____

Insurance Company Name **NA**

Home Office Address **NA**

NA

Credit life insurance and credit disability insurance are not required to obtain credit; your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you will not be provided unless you sign and agree to pay the extra cost, if you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This

Insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment for in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Policy Type/Instance	NA
Premium \$	NA
Description of Coverage	NA
Insurance Company Name	NA

ALL-STATE LEGAL®

PLAINTIFF'S
EXHIBIT

A

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

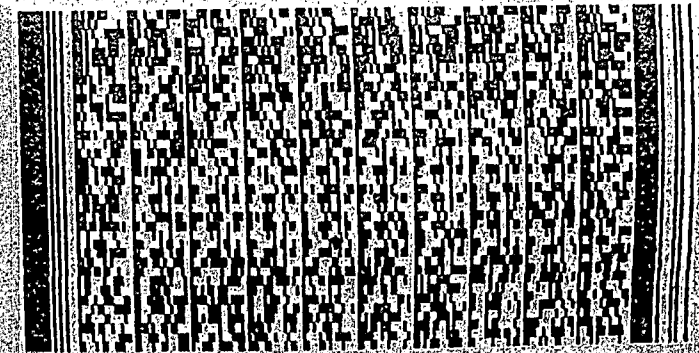
EXPIRY: FEB 28, 2022 VALID: 05/25/21

PLATE:	ZSJ8811	REG. GROSS WT:	19500
TITLE:	83362036701 JO		
VIN:	1HTKJPKV5LH856444	UNLADEN WEIGHT:	08830
YR/MAKE:	2020 CHEVROLET	CLASS:	07
TYPE:	TK		
WID:	21103 0051 000356-001		


SIGNATURE

I hereby acknowledge this day that I have received
notice of the provisions of Section 3709 of the Vehicle
Code.

512028
STEVEN DOUGLAS JONES
1516 POPLAR ST
NORTHAMPTON PA 18067



KLICK-LEWIS CHEVROLET, BUICK
 720 East Main St. * Palmyra pa 17078
 717-838-1353 * 800-222-1973
 www.klicklewiscars.com

Open Mon 7-4PM TUES-THURSDAY 7-6pm FRI 7-4PM SATURDAY 7-3PM

56008 JON

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID 1HTKJPVK5LH856444	MILES IN 4122	MILES OUT 4123	DATE/TIME IN 08/18/21 08:16	DATE OUT 08/19/21	INVOICE NO. 56008
VEHICLE DESCRIPTION 2020 CHEVROLET SILVERADO (SUMMIT WHI)					TAG NO. 07459	STATUS PARTIAL-COMPLETE-P	
CONTROL NO. 61295	LICENSE PLATE NO.	CUST. LABOR RATE VARI	PROD. DATE	IN-SERV DATE 03/25/21	DELIV. DATE 03/25/21	DELIV. MILES 137	TERMS No Charge
HOME PHONE (484) 735-4102	WORK PHONE	CELL PHONE (484) 735-4102	STOCK NO. 0823050	SERV. ADV. MICHAEL HAYES (131)		This Prints PREMIER ELITE/GAP	

THANK YOU FOR DOING BUSINESS WITH US AT KLICK-LEWIS

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A *	DIAG		D13		Warranty	
Concern	C/S: Every time they go over a bump the ABS light comes on. The brake light comes on. The trailer light comes on. Service trailer brake notification. check and advise					
Cause	FOUND SEVERAL CODES STORED. U0415 SYM 00, C0506 SYM 5A, U0121 SYM 00 AND P215A SYMP 5A. COULD NOT DUPLICATE CONDITION ALL CODES STORED IN HISTORY.WIGGLED HARNESSES CHECKED EBCM CONNECTIONS AND DROVE SEVEN MILES AND COULD NOT DUPLICATE. CHECKED FOR BULLITENS AND NONE FOUND					
B *	WCI		D13		Internal	
Concern	GM MULTIPOINT FREE COURTESY INSPECTION					

Customer Totals

Charge Description	Amount
Total Amount Due	\$0.00

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT

B

CUSTOMER COPY

08/19/21 17:55

INVOICE

Oct 30 21, 10:49p

p.13

KLICK-LEWIS CHEVROLET, BUICK
720 East Main St. * Palmyra pa 17078
717-838-1353 * 800-222-1973
www.klicklewiscars.com

Open Mon 7-4PM TUES-THURSDAY 7-6pm FRI 7-4PM SATURDAY 7-3PM

56452 JON

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID 1HTKJPVK5LH856444	MILES IN 4440	MILES OUT 4440	DATE/TIME IN 08/30/21 12:58	DATE OUT 08/31/21	INVOICE NO. 56452
VEHICLE DESCRIPTION 2020 CHEVROLET SILVERADO (SUMMIT WHI)					TAG NO. 07938	STATUS PARTIAL-COMPLETE-P	
CONTROL NO. 61295	LICENSE PLATE NO.	CUST. LABOR RATE VARI	PROD. DATE	IN-SERV DATE 03/25/21	DELIV. DATE 03/25/21	DELIV. MILES 137	TERMS Cash
HOME PHONE (484) 735-4102	WORK PHONE	CELL PHONE (484) 735-4102	STOCK NO. 0823050	SERV. ADV. JOSEAN GONZALEZ (D15)		This Prints PREMIER ELITE/GAP	

THANK YOU FOR DOING BUSINESS WITH US AT KLICK-LEWIS

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	WCI		D13		Internal	
Concern GM MULTIPOINT FREE COURTESY INSPECTION						
Sublet Code		Vendor Name		PO# / Description		
		#5045		PO # 725 531331		
B			D13		Warranty	
Concern Customer states ABS LIGHT IS ON. PLEASE ADVISE.						
Cause LIGHT WAS ON FOR A SHORT AMOUT OF TIME AND THEM WENT OUT AND HASNT RETURNED. CHECKED FOR CODES AND FOUND CODES U0415 SYM00 INVALID DATA RECEIVED FROM BCM, U0121 SYM 00 LOST COMM WITH EBCM, C0506 SYM 5A RF WSS CIRCUIT., AND C0500 SYM 5A LF WSS CIRCUIT. WIGGLED HARNESSSES TAPPED ON MODULE COULD NOT DUPLICATE. CHECKED FOR BULLITENS AND NONE FOUND. CONTACTED TAC (Case Number : 9-6911331481) AND WAS INSTARUCTED TO CHECKED EBCM PROGRAM AND THEN SDGM PROGRAMMING AND VERIFY PROPER PIN CONTACTS. IF ALL WAS GOOD REPLACE EBCM. ORDRED EBCM.						
C			D13		Customer	\$0.00
Concern Customer states RF TIRE IS LEAKING. PLEASE ADVISE.						
Cause FOUND STONE PEIRCED THROUGH TIRE						
Correction REPLACED RF TIRE						

Part Number	Description	Qty.	Unit Price	Ext. Price
19427625	C2257019.	1	\$322.00	\$322.00
TIRETAX	TIRE TAX	1	\$1.00	\$1.00
TIREDISP	DISPOSAL FEE	1	\$3.00	\$3.00
Parts Total...				\$326.00
Line Total...				\$326.00

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08/31/21 10:44:29

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Page 1 of 2

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.	
		1HTKJPVK5LH856444		4440	4440	08/30/21 12:58	08/31/21	56452	
		VEHICLE DESCRIPTION					TAG NO.	STATUS	
		2020 CHEVROLET SILVERADO (SUMMIT WHI)					07938	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS		
61295		VARI		03/25/21	03/25/21	137	Cash		
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints		
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)			PREMIER ELITE/GAP		

Customer Totals

Charge Description	Amount
Parts	\$3.00
SalesTax	\$19.56
Parts-Other	\$323.00
Total Amount Due	\$345.56
<hr/>	
Amount Due	\$345.56

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)

INVOICE

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Oct 30 21, 10:47p

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 720 East Main St. * Palmyra pa 17078
 717-838-1353 * 800-222-1973
 www.klicklewiscars.com

Open Mon 7-4PM TUES-THURSDAY 7-6pm FRI 7-4PM SATURDAY 7-3PM

58277 JON

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1HTKJPVK5LH856444		5950	5950	10/19/21 16:39	10/19/21	58277
		VEHICLE DESCRIPTION					TAG NO.	STATUS
		2020 CHEVROLET SILVERADO (SUMMIT WHI)						COMPLETE
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
61295		VARI		03/25/21	03/25/21	137	Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints	
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)			PREMIER ELITE/GAP	

THANK YOU FOR DOING BUSINESS WITH US AT KLINK-LEWIS

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	LOFD		D13		Customer	\$95.63
Concern	LUBE OIL FILTER SPECIAL, DIESEL VEHICLES UP TO 11 QUARTS OIL 15W40INCLUDES A MULTIPOINT VEHICLE INSPECTION					
Cause	MAINTENANCE					
Correction	PERFORMED SERVICE					
Part Number		Description		Qty.	Unit Price	Ext. Price
88862613		15W40DEXOS-SYN		11	\$6.00	\$66.00
19419485		FILTER		1	\$19.32	\$19.32
Parts Total...						\$85.32
Misc. Code		Description		Qty.	Unit Price	Ext. Price
		HZD WASTE REMOVAL		1.0	\$5.00	\$5.00
Misc Total...						\$5.00
Line Total...						\$185.95
B	WCI		D13		Internal	
Concern	GM MULTIPOINT FREE COURTESY INSPECTION					

Authorized Estimates

Date/Time	Amount	Authorized By	Authorization Method	Phone/Email
10/19/2021 16:39	\$124.95		Initial Estimate	

10/19/21 17:29

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Page 1 of 2

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 PLAINTIFF'S
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STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.	
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61295		VARI		03/25/21	03/25/21	137	Cash		
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints		
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)			PREMIER ELITE/GAP		

Customer Totals

Charge Description	Amount
Parts	\$19.32
SalesTax	\$11.16
Labor-Other	\$95.63
Misc.Chg	\$5.00
Parts-Other	\$66.00
Total Amount Due	\$197.11

Amount Due	\$197.11
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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)

Optional Gap Contract		THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.	
G. Government Certificate of Title Fees (includes \$28.00 security interest recording fee)		Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.	
H. Other Charges (Seller must identify who is paid and describe purpose)		OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you do not buy a gap contract the charge is shown in item 4D of the financing or amount financed. See your gap contract for details on terms and conditions it provides. It is a part of this contract.	
I. Finance Charge		Name of Gap Contract	
Total of Payments (Finance Charge + Total of Payments)		Buyer Signs	
If you do not meet your contract obligations, you may lose the vehicle.		SELLER'S INITIALS	
NO COOLING OFF PERIOD State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.			
HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. You authorize us to obtain information about you or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.			
The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.			
NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.			
Buyer Signs X Date 10/30/21 Co-Buyer Signs X NA Date NA			
You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.			
Buyer Signs X Date 10/30/21 Co-Buyer Signs X NA Date NA			
Buyer Printed Name STEVEN DOUGLAS JONES Co-Buyer Printed Name NA Title			
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name NA Title			
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.			
Other owner signs here X Address By X Title			
Seller signs ELICK LEWIS INC Date 10/30/21 By X Title			
Seller assigns its interest in this contract to SANTANDER CONSUMER USA INC (Assignee) under the terms of Seller's agreement(s) with Assignee.			
Assigned with recourse Assigned without recourse Assigned with limited recourse			
By X ELICK LEWIS INC Title			
FORM NO. 553-PA (REV. 12/19) ©2010 The Reynolds and Reynolds Company TO ORDER, www.reynolds.com; 1-800-314-0996; fax 1-800-531-9055 THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.			
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